



U.S. TRADE AND DEVELOPMENT AGENCY

PART I – THE SCHEDULE

SECTION A – SOLICITATION/CONTRACT FORM

U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, VA 22209-3901

Contact: Della Glenn (703) 875-4357; Facsimile (703) 875-4009 or Email to
Contract@USTDA.gov

OPENING DATE: April 21, 2006

CLOSING DATE: May 5, 2006

4:00 PM Washington, D.C. Local

SUBJECT: Request for Proposal (RFP) Number TDA-06-Q-11-140

TITLE: Advisory Assistance Services for the Sub-Saharan Africa
Region

The United States government, represented by the U.S. Trade and Development Agency (USTDA), is seeking proposals from U.S. Contractors interested in providing the services in the attached solicitation.

If you decide to submit a proposal, it must be received in accordance with the attached solicitation no later than 4:00 p.m., local time to the location indicated below:

Contracting Officer
U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, VA 22209-3901

This solicitation does not obligate USTDA to award a contract or commits USTDA to pay any cost incurred in the preparation and submission of the proposal.

The competitive proposal method of solicitation, as set forth in part 15 of the Federal Acquisition regulation (FAR) 48 CFR Chapter 1, shall be utilized for this Procurement.

END OF SECTION A

SECTION B - SERVICES AND COSTS

INTRODUCTION

This Contract is for Advisory and Assistance Services by non-governmental sources in accordance with Federal Acquisition Regulations Part 37 – Service Contracting.

B.1 Hourly Rates and Payment

Payment to the Contractor for the performance of advisory and assistance services hereunder shall be as follows:

1. USTDA shall compensate the Contractor for each hour worked in performance of this contract. This contract does not provide payment for sick, holiday or vacation status.

Name of Individual	Hourly Rate	Not to Exceed Labor Hours	Total Price
_____	\$_____	_____	\$_____

2. USTDA's total obligation for payment of the Contractor's services, shall not exceed total price.

B.2 Overtime Hourly Rates – Not Applicable

The Contractor shall not work or be paid for any Government Holidays or overtime.

B.3 Contract Type – FAR 52.216-1 (APR 1984)

USTDA contemplates award of a firm fixed price contract resulting from this solicitation.

B.4 Authorized Funding

If at any time the Contractor has reason to believe that the costs to USTDA which will accrue in the performance of this Contract in the next succeeding thirty (30) days, when added to all other payments previously accrued, will exceed the current total authorized funding (Section G.4), the Contractor shall notify the COTR. The Contractor shall be under no obligation to perform any work hereunder, and the Government shall not be obligated to pay the Contractor for any work performed, which exceeds the authorized funding.

END OF SECTION B

SECTION C – Statement of Work

Title: “Advisory and Assistance Services by Non-Governmental Sources for the Sub-Saharan Africa Region”

C.1 Scope

The U.S. Trade and Development Agency (USTDA) has a need for contractor support in its Sub-Saharan Africa (SSA) region. The SSA Region's two Country Managers have an active portfolio of projects in this region. They will also be involved with supporting USTDA’s trade promotion policy initiatives and other U.S. Government initiatives for the SSA region. Advisory assistance is required to provide services in support of these initiatives.

Advisory assistance is also needed to support and improve the management of ongoing grant and contract activities. The Project Analyst would primarily assist in:

- Performing research on economic and market trends in the SSA region;
- Conducting country and industry research and due diligence on potential new projects;
- Providing services with respect to preparation of project documentation by:
 - a. Preparing initial drafts of documents necessary to acquire consulting services for project evaluation, including Scopes of Work for Desk Studies, Definitional Missions, Orientation Visits, and Technical Assistance;
 - b. Preparing initial drafts of project documentation, including action memoranda; country and sector briefs and summaries; talking points associated with events, presentations, and travel; and newsletter articles
 - c. Preparing initial drafts of grant agreements, cost share and success fee letters as well as other documents associated with project management, including press releases, clearance cables, congressional notifications, summaries, and briefs.
- Providing services in support of the management of relationships associated with past and ongoing activities including, but not limited to;
 - a. Creating and utilizing the “middle management” databases;
 - b. Reviewing and verifying approval of milestone payments;
 - c. Preparing all documentation associated with changes to terms of reference or grant termination for review by USTDA staff;
 - d. Providing services in support of the de-reservation of outstanding project funding and the de-obligation of unliquidated funds associated with completed project;

- Facilitating on-going project management between and providing pertinent project information to the Regional Director, the responsible Country Manager, and Evaluations Office
- Providing services supporting the management and facilitation of Orientation Visits, including:
 - a. Preparation of summary documents and related talking points and presentations for review and use by the Country Manager or Regional Director in meeting with the delegation or participating in the Business Briefing.
- Performing other services as assigned by the Regional Director or Country Managers.

C.2 Deliverables

The deliverables for this contract would be a series of interim reports/documentation and a final report that summarizes the above-mentioned research, activities and recommendations. A key component of the reports will be recommendations that enable the regional staff to effectively manage projects and make determinations for follow-up activities, as appropriate, for existing projects in the portfolio. The reports will reflect the results of the tasks of project management and oversight of ongoing activities and may address issues such as kickoff meetings, post study briefings, invoicing procedures, grantee follow up, interim reporting, and preparations for post study evaluations.

Deliverables under this contract may take the form of information, advice, opinions, alternatives, analysis, evaluations, recommendations, reports, other oral or written work products. The Contractor shall provide:

- C.2.1.** Oral updates to the SSA region staff regarding the assigned projects;
- C.2.2.** Written reports and memoranda related to assignments, as described above;

END OF SECTION C

SECTION D - PACKING AND MARKING

All documents shall be mailed or delivered to:

U.S. Trade and Development Agency
1000 Wilson Boulevard
Suite 1600
Arlington, VA 22209-3901

All reports forwarded to USTDA shall include a description, title, Contractor's name, and date the report was issued.

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance

All services shall be subject to the SSA Regional Program Office. All work will be inspected and accepted at USTDA's Office, located at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901.

E.2 Quality Assurance

The Contractor's work performance and required documents shall be timely and both grammatically and factually correct in all respects.

END OF SECTION E

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Period of Performance

The period of performance of this contract is _____ through _____.

F.2 Place of Performance

Performance of this contract shall be on-site at USTDA's Office 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901 when necessary, at other locations in the United States, or in the designated Region.

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Agency Chief Contracting Officer (ACCO)

The contract administration office:

U.S. Trade and Development Agency
1000 Wilson Boulevard
Suite 1600
Arlington, VA 22209-3901

G.2 Cognizant USTDA Contracting Office Technical Representative (COTR)

The COTR or “Program Officer” is Mr. Ned Cabot.

G.3 Payment Office

Finance Office
U.S. Trade and Development Agency
1000 Wilson Boulevard
Suite 1600
Arlington, VA 22209-3901

G.4 Contract Funds Data

Funds for this contract are chargeable as follows:

Appropriation No.
Obligation No.
USTDA Project No.
Obligated Amount: NTE \$

G.5 Contractor Tax ID:

G.6 Contractor DUNS:

G.7 Contractor's Payment Address

Payments shall be made to the Contractor by electronic funds transfer in accordance with a completed ACH Form on file in the USTDA Office.

G.8 Payment Terms

The Contractor may be paid immediately upon USTDA’s acceptance and approval of Invoices for work satisfactorily completed.

G.9 Contractor Responsibility

Notwithstanding the right of USTDA to review the Contractor's effort and progress, it is expressly understood that the Contractor is completely responsible for compliance with the provisions of this Contract and any review or approvals given by USTDA do not relieve the Contractor of this responsibility.

G.10 Contractor Invoices

1. The Contractor shall submit Invoices for hours worked on a two (2) week basis. The Invoice shall include the appropriation data as cited in G.4, number of hours worked, and hourly rate.
2. Hours worked are not to exceed 45 hours per week, without prior approval in writing from the cognizant USTDA Project Officer. This is a Labor Hour Contract and expenses are "unallowable".

G.11 Status Reviews/Contractor Progress

The COTR shall conduct regular, informal briefing review with the Contractor to monitor progress. The objective of these reviews is to monitor Contractor performance and progress and to identify potential problems in sufficient time to permit corrective action.

G.12 Contractor Work Effort at USTDA Facility

USTDA shall provide necessary working facilities, such as office space, furniture, equipment, and materials as is reasonably necessary for Contractor accomplishment of the work at no charge to the Contractor.

END OF SECTION G

SECTION H- SPECIAL CONTRACT REQUIREMENTS

H.1 Technical Directions

Performance of the work hereunder shall be subject to the technical direction of Ned Cabot or a designated COTR. As used herein, "technical directions" are directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise complete the general terms of reference.

H.2 Special Acquisition Requirements

1. The Contractor rendering these nonpersonal services is not subject, either by the contract terms or by the manner of its administration to the supervision and control usually prevailing in relationships between the Government and its employees.

2. Under the terms of this contract, there is no apparent nor implied authority which allows the Contractor to bind the Government on any matter encountered in the course of performance of tasks required under the contract.

3. During the implementation of this contract, the functions being performed shall not be changed or expanded to become inherently governmental.

4. All Contractor personnel attending meetings, answering government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. Contractors must also ensure that all documents or reports produced are suitably marked as contractor products or that contractor participation is appropriately disclosed.

H.3 Modification Authority – FAR Clause 52.243-3 (SEP 2000)

1. Changes and modifications to this contract may only be accomplished by the Contracting Officer in accordance with the clauses of this contract entitled "Changes—Time and Materials or Labor Hours.

2. Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized to:

- (1) Accept non-conforming work;
- (2) Waive any requirement of this contract; or
- (3) Modify any term or condition of this contract.

H.4 Compliance with Laws

The Contractor agrees to comply with all federal, state, local laws, regulations, rules, and orders applicable to this contract.

H.5 Contract Interpretation

1. It shall be the obligation of the Contractor to exercise due diligence to discover and to bring to the attention of USTDA, at the earliest possible time, any ambiguities, discrepancies, inconsistencies, or conflicts in or between any of the technical or contractual provision hereof.

2. Any ambiguity, discrepancy, inconsistency or conflict in or between any of the technical or contractual provision hereof shall be resolved by applying the most reasonable interpretation under the circumstances, giving all full consideration to the intentions of the parties at the time of contracting.

H.6 Taxes

Unless otherwise provided herein, the price of the services includes all applicable federal, state and local taxes. USTDA shall provide Form 1099 annually. The Contractor has full responsibility for filing and maintaining tax records.

H.7 Security Issue

H.7.1 The Contractor shall comply with all pertinent USTDA security regulations.

H.7.2 The Contractor shall complete the appropriate forms acquired from USTDA, to obtain a security clearance at the “Secret Level”. An interim clearance must be obtained within 90 days. Failure to receive a “Secret Level” security clearance after investigation shall result in termination of this contract. Furthermore, in the event the contractor receives a “Secret Level” security clearance and such a clearance is revoked, this contract shall be terminated.

H.7.3 The Contractor shall ensure that Government owned equipment and materials issued to the Contractor are returned as follows:

- Upon completion of the need thereof
- At the request of the U.S. Trade and Development Agency

H.8 Patent, Indemnity, General Indemnity

Contractor agrees to defend and hold harmless USTDA, from all loss or damage by reason of any and all actions or proceedings charging infringement of any patent, trademark or copyright by reason of sale or use of any services furnished hereunder by the Contractor. The Contractor agrees to indemnify and hold USTDA harmless from all loss, costs or damages arising out of the negligent acts and/or omissions of the Contractor.

H.9 Independent Contractor

In conduct of the work hereunder, the Contractor is acting in the capacity of an independent contractor and is not an agent or employee of USTDA. USTDA, however, shall have the right to give general direction of the work and the right to specify the work scope procedures within the limitations of the technical requirements hereof.

H.10 Insurance

The Contractor shall insure as he/she deems necessary. USTDA has no obligation to provide insurance of any kind.

H.11 USTDA Furnished Property

If USTDA property is furnished to the Contractor at any time during the term of the contract, the Contractor assumes the risk of and shall be responsible for any loss thereof or damage thereto. The Contractor shall return such property/information to USTDA in the condition in which it was received except for reasonable wear.

H.12 Performance Standard

The performance standard required is: to provide a timely report of findings, progress reports, and other deliverables that are grammatically and factually correct in all respects.

H.13 Use of U.S. Citizens

Each employee of the Contractor engaged in performing work on this contract, shall be a citizen of the United States of America.

END OF SECTION H

